

**CITY OF GRANTVILLE
CITY COUNCIL MEETING AGENDA
SEPTEMBER 28, 2020 at 6:30 P.M.
Glanton Municipal Complex
City Council Chambers
123 Lagrange Street
Grantville, Georgia 30220**

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

**Call to Order
Invocation
Pledge of Allegiance**

Citizen Comment Regarding Agenda Items

Approval of Agenda

**Approval of Minutes August 24, 2020 City Council Regular Meeting
September 14, 2020 City Council Work Session**

Second Notice - 2020 Municipal Gas Authority of Georgia Annual Election on October 9, 2020 (no action required)

Discussion/Decision: MEAG Power Annual Subscription for Supplemental Power

Discussion/Decision: Appointment to the Community Action for Improvement, Inc (CAFI) Board of Trustees – Theresa Linda Bohannon

**Discussion/Decision: Update Water Tap Fees –
Water Tap (up to 1 Inch): \$2,500
Water Tap (up to 1 Inch) with Road Bore: \$2,500 Plus Cost of Bore**

Discussion/Decision: Intergovernmental Agreement between the City of Grantville, Coweta County and the Tax Commissioner regarding Property Tax Collections

Discussion/Decision: Intergovernmental Agreement for Facilitating Community Forums to further community building and trust building (Cost \$33,825) - Grantville share: 5% or approximately \$1,691.25)

Discussion/Decision: Resolution Number 2020-09 Declaring Certain Property Surplus

Citizen Comments

City Council Comments

Adjournment

**CITY OF GRANTVILLE
CITY COUNCIL REGULAR MEETING MINUTES
AUGUST 24, 2020 at 6:30 P.M.
Glanton Municipal Complex
City Council Chambers
123 Lagrange Street
Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

The meeting was called to Order by Mayor Doug Jewell at 6:30 p.m. Council Member Hines provided the Invocation and all present recited the Pledge of Allegiance.

Present: Mayor Jewell, Council Members Ruby Hines, Jim Sells, Mark King and Council Member Alan Wacaser on Audio Conference; City Manager Al Grieshaber, Jr., City Attorney Mark Mitchell, Financial Analyst Stewart Mills and City Clerk Robi Higgins

Citizen Comment Regarding Agenda Items: Ms. Gladys Hines, Griffin Street spoke against Millage Rate Increase

Approval of Agenda: HINES/KING: 2-2 MAYOR JEWELL IN FAVOR. FINAL VOTE: 3-2

Approval of Minutes: July 27, 2020; August 3, 2020 Budget Millage Public Hearing; August 3, 2020 Special Called Meeting; August 10, 2020 City Council Work Session/Public Hearing APPROVED KING/HINES: 3-1 Wacaser opp.

PUBLIC HEARING – FISCAL YEAR 2021 BUDGET: The Budget hearing was opened at 6:44 P.M. and closed at 7:05 P.M. Resident Selma Coty, W. Grantville Road; Kevin Downs, Hill Top Circle; Thomas Watson, Calico Loop

PUBLIC HEARING – MILLAGE RATE: The Public Hearing on the Millage Rate Increase was opened at 7:06 P.M. and closed at 7:09 P.M. Resident Allison Watson, Calico Loop

Discussion/Decision on Resolution No. 2020-08 Requiring Masks or Face Coverings in City Facilities
APPROVED HINES/KING: 4-0

Discussion/Decision: Bids for Interior Restoration Passenger Depot - recommend to accept bid of \$144,827
APPROVED HINES/KING: 2-2 WACASER/SELLS OPPOSED. MAYOR VOTES IN FAVOR. FINAL VOTE: 3-2

Discussion/Decision: Letter of Engagement for Fiscal Year 2020 Audit with Gerald Pentecost, CPA
APPROVED KING/HINES: 4-0

Discussion/Decision on Mural for Downtown: Received a dollar for dollar matching grant of \$5,000 from the Georgia Council of the Arts
APPROVED HINES/KING: 3-1 WACASER OPPOSED

Discussion/Decision: Replacement of the Pavilion at Griffin Street Park Complex Tabled until 9/14/2020

Discussion/Decision: Resolution No. 2020-06 Setting and Adopting the 2020 Annual Millage Rate for the Assessment of Property Taxes in the City of Grantville APPROVED TO SET THE ANNUAL MILLAGE RATE AT THE ROLLBACK RATE 5.228 MIL
SELLS/HINES: 4-0

Second Reading: Ordinance No. 2020-05 Adopting the Fiscal Year 2021 Budget for the City of Grantville
APPROVED ON MOTION TO RECONSIDER WACASER/SELLS: 3-1 KING OPPOSED
COUNCIL MEMBER WACASER LEFT THE MEETING

Discussion/Decision: Cemetery Trust Fund Trustee appointments of Mr. Ron Hutchens and Mr. Billy Hand
APPROVED SELLS/KING: 3-0

Discussion/Decision: Intergovernmental Agreement for Facilitating Community Forums to further community building and trust building CARRY OVER 9/14/2020

Adjournment: 8:23 P.M. SELLS/HINES 3-0

**CITY OF GRANTVILLE
CITY COUNCIL WORK SESSION MEETING draft MINUTES
SEPTEMBER 14, 2020 at 6:30 P.M.
Glanton Municipal Complex
City Council Chambers
123 Lagrange Street
Grantville, Georgia 30220**

The meeting was made available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

The meeting was called to Order by Mayor Doug Jewell at 6:30 p.m. Council Member Hines provided the Invocation and all present recited the Pledge of Allegiance.

Present: Mayor Jewell, Council Members Ruby Hines, Jim Sells, Mark King and Council Member Alan Wacaser on Audio Conference; City Manager Al Grieshaber, Jr., City Attorney Mark Mitchell, Financial Analyst Stewart Mills and City Clerk Robi Higgins

Citizen Comment Regarding Agenda Items: Lewis Miller, Church Street spoke through interpreters against replacing the Pavillion at Griffin Street and instead advocated the need for a Pavillion at Post Street Park

Approval of Agenda Sells/King: 4-0

Initial Notice - 2020 Municipal Gas Authority of Georgia Annual Election on October 9, 2020 (the Mayor will vote for Grantville)

Discussion/Decision: MEAG Power Annual Subscription for Supplemental Power

Discussion/Decision: Replacement of the Pavilion at Griffin Street Park Complex

Discussion/Decision: Appointment to the Community Action for Improvement, Inc (CAFI) Board of Trustees – Theresa Linda Bohannon

Discussion/Decision: Update Water Tap Fees –
Water Tap (up to 1 Inch): \$2,500
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Discussion/Decision: Intergovernmental Agreement between the City of Grantville, Coweta County and the Tax Commissioner regarding Property Tax Collections

Discussion/Decision: Intergovernmental Agreement for Facilitating Community Forums to further community building and trust building (Cost \$33,825) - Grantville share: 5% or approximately \$1,691.25)

Discussion/Decision: Resolution Number 2020-09 Declaring Certain Property Surplus

Discussion/Decision: Replacement of Code Enforcement Officer Position (requested by Council Member Jim Sells)

Citizen Comments Joe Milton, Grandma Branch Road

The meeting was adjourned at 7:39 p.m. KING/HINES: 4-0

TO: Municipal Gas Authority of Georgia Members

FROM: Bill Hatcher, Election Committee Chairman

DATE: September 14, 2020

RE: **Second Notice - 2020 Municipal Gas Authority of Georgia Annual Election**

This is the second notice that the 2020 Gas Authority Annual Election will be held virtually on **Friday, October 9, 2020 at 10:30 a.m.** Three board terms are expiring at the Annual Membership Meeting, positions currently held by Luther (Buddy) L. Duke III, Charles Kalil Shaheen III and Kenneth L. Usry.

In order to manage the logistics of a conference call meeting with many callers, we ask that each Participant designate in advance which delegate or alternate will dial in to the meeting and act on its behalf. Attached is a form that the applicable delegate or alternate should complete and return to Peter Floyd at the address below. The designated delegate or alternate will be contacted with additional details prior to the Election call. Please note that a process will be in place for each delegate or alternate to vote privately.

If your delegate or alternate has changed from those named on the attached list, **or if no delegate or alternate is listed** for your City, a **certified** copy of a resolution naming a delegate and an alternate should be delivered, **on or before Tuesday, October 6, 2020**, to the following address:

Peter K. Floyd, Esq.
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
peter.floyd@alston.com

A sample resolution is attached for your convenience. **Please check the attached delegate list to verify that your City's voting delegate and alternate are current.**

The statute provides that nominations are taken live at the Election Committee meeting. If you would like to nominate a person to one of the open positions, please have your delegate or alternate participate in the meeting prepared to do so. You are also welcome to contact other Election Committee members (other Members' voting delegates) to advise them of your planned nominations in advance of the election.

As you know, we need 67% of the weighted vote for a quorum. **Please be sure that your delegate will participate at the meeting.** And, please remember that each delegate may represent only one city. Therefore, each city must appoint a separate delegate to the Election Committee.

Also, attached is a list showing the distribution of votes for your information along with a form to be completed by each Member indicating its intent to send a delegate to the Election to help us with planning the meeting and gathering a quorum. Please contact Peter Floyd at (404) 881-4510 or peter.floyd@alston.com or me at (912) 690-2160 with any questions.

cc: Mr. Arthur C. Corbin and Gas Authority Board Members

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of _____ that _____ is hereby appointed to serve as this City's voting delegate on the Municipal Gas Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. _____ is appointed as alternate voting delegate.

This ____ day of _____, 2020.

CITY OF _____

Mayor

Councilmember

Councilmember

ATTEST:

City Clerk

[SEAL]

MEMBER SYSTEM	ELECTION COMMITTEE REPRESENTATIVE	ELECTION COMMITTEE ALTERNATE
Hartwell	David Aldrich	Audie Laviolette
Hogansville	William Stankiewicz	Jonathan H. Lynn
LaFayette	Phillip A. Arnold	David Hamilton
Lawrenceville	Todd Hardigree	Barry Mock
Louisville	Richard T. Sapp	Larry Morgan
Lumpkin	David Davis	Willie Clark
Madison	Rusty Johnson	David Nunn
Resigned		
Millen	Jeff Brantley	John Thomas
Monroe	John S. Howard	Rodney Middlebrooks
Monticello	Stone Workman	Larry Thurman
Moultrie	Elvira Gibson	Marvin Mobley
Nashville	Peter Schultz	Michael Richbourg
Pelham	James T. Eubanks	Craig M. Bennett
Perry	Randall Walker.	Willie King
Quitman	Dr. Nancy Whitfield Dennard	Willie Burns
Royston	Tonya Allen	Matt Fields
Social Circleⁱⁱ	Paul Schlageter	Adel Schirmer
Sparta	R. Allen Haywood	Tim Griffin
Statesboro	Steve Hotchkiss	Frank Parker
Sugar Hill	Paul Radford	Troy Besseche
Summerville	Terry Tinney	Jody Stoner
Sylvania	Stacy Mathis	Preston Dees
Sylvester	Isaac Jackson, Jr.	Mark Giddens
Thomasville	Todd Mobley	Chris Hayes
Thomson	Rodney Dunaway	Kenneth Usry
Tifton	Julie B. Smith	Pete Pyrzenski
Toccoa	Harry Scott	David Austin
Trion	Mike Hughes	Larry E. Stansell
Union Point	Lanier Rhodes	James "Jimmy" Scott
Vienna	Jeff Priest	Michael Bowens
Warner Robins	Chuck Shaheen	Montie Walters
Waynesboro	Jerry L. Coalson	Everett Rhodes
West Point	Ed Moon	Sammy Inman
Winder	Roger Wilhelm	Thomas Taylor

ⁱⁱ Appointed by title (Utilities Director and City Manager).

To: *MEAG Power Participants*
From: *Roger Brand – Director of Bulk Power* *Roger Brand*
Date: *August 20, 2020*
Subject: *Annual Subscription for Supplemental Power*

Once again it is time for the annual subscription process for supplemental power supply. Attached is your ten-year supplemental power supply estimates based on the latest load forecast and the Year 2021 Annual Subscription Form for Supplemental Power.

After reviewing this information, please nominate your supplemental power supply alternative and return to MEAG Power by October 16, 2020. Otherwise, it will be assumed that you want to purchase your supplemental energy needs (excluding reserves) in the hourly market.

Under the Supplemental Power Policy there are three alternatives. The first alternative (i) is for a Participant to nominate MEAG Power to act as its agent to acquire the necessary resources to fulfill its supplemental power supply requirements. The second alternative (ii) is to purchase in either the monthly or medium term market. The medium term market is from one to five years and can be used for base or peaking load. TEA has estimated the price ranges for the other alternatives, and these estimates are provided on the attached nominating form. These prices are only estimates and are subject to change. However, we are providing this to you as a benchmark to assist in your decision making process. The third alternative (iii) is for a Participant to acquire the necessary resources itself for 2021.

Per the Supplemental Power Supply Policy, the projections provided identify needs for both supplemental power and reserves. Capacity prices have been provided for these products. These capacity products reflect the value of capacity with energy priced at the hourly market.

MEAG Power and TEA will continue to monitor opportunities that benefit the Participants. If those opportunities are confirmed, an unscheduled nomination opportunity will be presented to you at that time.

Also, you will notice on the nomination form that we are asking for Participants who have excess capacity for supplemental supply and/or reserves if they are interested in selling it (v). The price estimates have again been provided by TEA.

Please remember that each Participant is required to carry 15% capacity reserves. If the staff determines that a Participant is not carrying sufficient reserves, we have the responsibility to purchase reserves to fulfill the requirement. The costs would be allocated back to the Participants based on their shortfall of the reserve requirement.

Your regional manager will be in contact with you to discuss in more detail your particular power supply needs. If you have any questions about your nomination, please contact your regional manager, Tina Atchison at (770) 563-0586, or Curt Halstead at (770) 563-0396.

AUTHORIZATION AGREEMENT
Year 2021 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and
City of Grantville
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

- (i) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _____;
- (ii) _____ Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;
- (iii) _____ Acquire the necessary resources for its Supplemental Power Supply Requirements itself;
- (iv) _____ I do not wish to make any additional purchases at this time;

or

- (v) _____ Nominate my excess capacity for supplemental at \$12.30/kW-Yr plus the hourly energy market price or for reserves at \$8.52/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, _____.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this _____ day of _____, 2020.

Participant: _____

By: _____

Mayor or other authorized representative



August 12, 2020



1380 LaFayette Pkwy,
LaGrange, GA 30241



Office: 706.884.2651
Fax: 706.884.2654



www.cafi-ga.org

City of Grantville
Douglas Jewell
Mayor
P. O. Box 160
Grantville, GA 30220

Mayor Douglas Jewell:

On behalf of Community Action for Improvement, Inc. (CAFI) I am pleased to reach out to you regarding an open seat on our Board of Trustees.

At this time, we would like to request a recommendation to fulfill the position representing the **Private Sector** in Coweta County. Per our Agency bylaws, the Private sector will be comprised of representatives of business, industry, labor, religious, private welfare, private education, significant minority groups and other major private groups from your community.

I look forward to hearing back from you. If you have questions, please contact the CAFI Executive Director, Jennifer Corcione, at (706) 884-2651 x205 or jcorcione@cafi-ga.org.

Sincerely,

Brandolynn Marengo
Chairman of the Board



City of Grantville Application for Commissions & Boards

Please note: This application is considered to be public record

Date: August 20, 2020

I am interested in being considered for appointment to the following commissions and boards:

Historic Preservation Commission

Planning Commission

Ethic Board +CAFI Board of Directors

Name of Applicant: Theresa Linda Bohannon

Home Address: PO BOX 464 165 Brown School Dr

City: Grantville State: GA Zip Code: 30220

Home Phone: 770-546-4559 Email: bohannon.linda.52@yahoo.com

Number of Years as Grantville Resident? 67

Nominated by (if not by self): Dee Berry

Occupation: Retired Teacher Business/Company Name: Courta Bd of Education

Work Address: _____ City: Newnan Zip Code: 30264

Work Phone: _____ Fax Number: _____

Preferred Mailing Address: Home Work

Do you currently serve on any Grantville Commissions/Boards? Yes No

If so, which one(s)? _____

Degrees earned and schools attended:

BS in Education, Master of Education - West Georgia College

Professional experience (including professional memberships and previous employment):

Teaching Experience - 27 years - Carrollton City Schools 18 years - Crofta Schools

Community Activities (including civic clubs, volunteer activities, service organizations, etc.):

State University of West Georgia Alumni's Board of Directors (1987-1989)

Teachers Retirement System of Georgia Board of Directors (1987-1999)

National Association for Education of Young Children (1995-2000)

Comments/special qualifications:

I am a professional, reliable, and trustworthy individual. Children has been my major service platform.

Why do you want to serve on this commission/board?

CAFI Board offered an interest relating to servicing people.

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary greatly, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Instructions for Submitting Completed Application

Once the application form has been completed please turn into City Hall.

Signature: _____

Theresa Linda Brannon

Date: _____

8-20-2020

**STATE OF GEORGIA
COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRANTVILLE, GEORGIA, COWETA COUNTY, GEORGIA,
AND THE TAX COMMISSIONER OF COWETA COUNTY REGARDING
PROPERTY TAX COLLECTIONS**

THIS AGREEMENT made and entered into on this the ____ day of _____, 2020, between the City of Grantville, Georgia, hereinafter referred to as "City", Coweta County, Georgia, hereinafter referred to as "County", and Robi M. Brook, the duly elected Tax Commissioner of Coweta County, hereinafter referred to as "Commissioner", hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties by this agreement desire to provide efficient tax collection procedures in order to insure fair and accurate taxation for all citizens and property in the City; and

WHEREAS, in furtherance thereof, the Parties feel that it would be in the best interest of all citizens and taxpayers of the City for this contract to be made providing for collection of City taxes by and through Commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the Parties, the sufficiency whereof is hereby acknowledged, the Parties do hereby contract, each with the other, as follows:

1. TERM. The Agreement shall begin on the first (1st) day of October, 2020, and terminate on the thirtieth (30th) day of September, 2021. Thereafter, this Agreement shall be automatically renewed annually on the first (1st) day of October of each

succeeding year unless terminated by either of the Parties by written notice given to the other Parties on or before July 15th of that year.

2. **POWERS.** During the term of this Agreement, the Commissioner is empowered to and shall:

- (a) prepare the tax digest totals for the City for the tax year which such taxes are to be collected;
- (b) based upon the millage rate as fixed and determined by the governing body of the City, levy, assess, and collect all City taxes for the year which taxes are to be collected in the same manner as taxes for the County are levied, assessed, and collected;
- (c) apply and invoke any remedies, methods, and procedures within the time period as allowed by law including levy and sale as provided by O.C.G.A. §48-3-3 et seq.
- (d) remit to the City its portion of the taxes levied on property located within the City every two weeks beginning on November 1st of each month through February 28th of the following year and then monthly until November 1st of that same year, along with collection and/or delinquent reports as warranted or requested by the City. Uncollected parcels shall be placed for collection/levy and sale in the same manner as unpaid state, county, and school taxes. This process may be amended from time-to-time upon written agreement between the Grantville City Manager, the Coweta County Administrator, and the Coweta County Tax Commissioner.

3. **COMPENSATION.** The City shall pay to the County a sum of money equal to one dollar and twenty-five cents (\$1.25) for each billable parcel of City real and personal property on the tax digest within thirty (30) days of the date of the approval of the tax digest for such tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities required on the part of the Commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof. The County shall pay all monies paid to it by the City under this Agreement to the Commissioner for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

4. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date hereinabove written.

By: _____
Robi M. Brook, Tax Commissioner

City of Grantville, Georgia

Mayor

Attest:

Clerk

Coweta County, Georgia

Chairman

Attest:

Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (this "Agreement") is made and entered into as of _____, 2020, by and among COWETA COUNTY, GEORGIA (the "County"), the CITY OF NEWNAN, GEORGIA ("Newnan"), the CITY OF GRANTVILLE, GEORGIA ("Grantville"), the CITY OF SENOIA, GEORGIA ("Senoia"), the CITY OF PALMETTO, GEORGIA ("Palmetto"), the TOWN OF MORELAND, GEORGIA ("Moreland"), the TOWN OF SHARPSBURG, GEORGIA ("Sharpsburg"), the TOWN OF TURIN, GEORGIA ("Turin") and the CITY OF HARALSON, GEORGIA ("Haralson" and together with Newnan, Grantville, Senoia, Palmetto, Moreland, Sharpsburg and Turin, the "Cities"), the Sheriff of Coweta County, Georgia, the District Attorney of the Coweta Judicial Circuit, and the Solicitor General of Coweta County (together the "Elected Officials") and the Board of Education of Coweta County, Georgia, ("the Board"), all collectively (the "Parties").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, there have been public concerns and requests for the governmental agencies in Coweta County to collaborate and collectively hire an independent third-party facilitator or firm specializing in such activities to facilitate a series of community forums about race, equity, inclusion, and justice in our community and provide for public input on practices, policies and procedures for/of the Parties; and

WHEREAS, it is anticipated that this process will promote reconciliation, equity, inclusion, and social change where such issues impair the community relations, undermine fairness and honor, and complicate civic affairs given the challenges facing the community and the respective agencies; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties DO HEREBY AGREE, as follows:

ARTICLE 1.

EFFECTIVE DATE, TERM AND TERMINATION

This Agreement shall become effective upon its execution by the duly authorized representatives of all named parties and shall continue in effect until the scope of services set out in Article 3 have been completed; provided, however, the term hereof shall not exceed fifty (50) years from its effective date.

Any Party may terminate this Agreement without cause with a sixty (60) days written notice.

If a Party elects to terminate this Agreement as provided herein, each Party shall pay all costs incurred, as of the date of the other Party's receipt of such notice of termination, in accordance with Article 3 Cost Sharing. In the event of termination by a Party, the Parties shall use commercially reasonable efforts to mitigate the costs, damages, and charges arising as a consequence of termination.

ARTICLE 2.

REPRESENTATIONS

Each of the Cities and Towns, the County, Elected Officials, and the Board makes the following representations with respect to itself as the basis for the undertakings on its part herein contained:

The Cities and Towns are municipal corporations duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitution and laws of the State, the Cities and Towns are authorized to execute, deliver, and perform their respective obligations under this Agreement. The Cities and Towns have duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the Cities and Towns, for which their full faith and credit is pledged, and was authorized and approved at a public meeting pursuant to the Open Meetings Act, O.C.G. § 50-14-1 et seq.

The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County, for which its full faith and credit is pledged, and was authorized and approved at a public meeting pursuant to the Open meetings Act, O.C.G.A § 50-14-1 et seq.

The Elected Officials make the following representations as the basis for the undertakings on their part herein contained:

By the virtue of their position as a duly elected constitutional officer or official of the State of Georgia they are authorized to execute, deliver and perform its obligations under this Agreement.

The Board of Education is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitution and laws of the State, the Board is authorized to execute, deliver, and perform its obligations under this Agreement. The Board has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the Board and was authorized and approved at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

ARTICLE 3.

PROJECT GENERAL SCOPE OF SERVICES

The County, the Cities and Towns, the Elected Officials and the Board agree, as follows:

The Parties designate the City of Newnan as the entity which will solicit proposals from individuals or firms with a strong history of facilitating community forums, experience in capturing the community and agency concerns, experience in creating a plan of action based on those conversations, and a track record of performance to implement that plan, determine which proposals shall be considered by the Parties and upon the consent from majority of the Parties, one or more such individual(s) or firm(s) to be selected and contracted with the City of Newnan.

A detailed project Scope of Services can be found in Exhibit A.

ARTICLE 4.

COST SHARING

The County, the Cities, the Elected Officials and the Board agree, as follows:

The cost of the Services set out in Article 3 shall be shared as follows:

1.	City of Newnan	35%
2.	Coweta County	25%
3.	Board of Education	25%
4.	City of Grantville	5%
5.	City of Senoia	5%
6.	City of Palmetto	5%
7.	Town of Moreland	0%
8.	Town of Sharpsburg	0%
9.	Town of Turin	0%
10.	City of Haralson	0%
11.	Sheriff	0%
12.	District Attorney	0%
13.	Solicitor General	0%

ARTICLE 5.

NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- (a) Coweta County Board of Commissioners
22 East Broad Street
Newnan, Georgia 30263
Attention: County Administrator
- (b) City of Newnan
Post Office Box 1193
Newnan, Georgia 30264
Attention: City Manager
- (c) City of Grantville
Post Office Box 160
Grantville, Georgia 30220
Attention: City Manager
- (d) City of Senoia
Post Office Box 310
Senoia, Georgia 30276
Attention: City Manager
- (e) City of Palmetto
Post Office Box 190
Palmetto, Georgia 30268
Attention: City Manager
- (f) Town of Moreland
Post Office Box 158
Moreland, Georgia 30259
Attention: Town Clerk
- (g) Town of Sharpsburg
Post Office Box 397
Sharpsburg, Georgia 30277
Attention: Mayor

- (h) Town of Turin
Post Office Box 86
Turin, Georgia 30289
Attention: Town Clerk
- (i) City of Haralson
Post Office Box 155
Haralson, Georgia 30229
Attention: Mayor
- (j) Sheriff of Coweta County, Georgia
560 Greison Trail
Newnan, Georgia 30263
Attention: Sheriff
- (k) District Attorney's Office, Coweta Judicial Circuit
Post Office Box 2564
Newnan, Georgia 30264
Attention: District Attorney
- (l) Solicitor General, Coweta County
72 Greenville Street
Newnan, Georgia 30263
Attention: Solicitor General
- (m) Board of Education of Coweta County, Georgia
237 Jackson Street
Newnan, Georgia 30263
Attention: Superintendent

ARTICLE 6.

MISCELLANEOUS

The County, the Cities and Towns, the Constitutional Officers and the Board agree, as follows:

(a) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(b) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(c) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

COWETA COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Clerk

CITY OF NEWNAN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF GRANTVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF SENOIA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

Approved as to form:

By: _____
City Attorney

CITY OF PALMETTO, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF MORELAND, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF SHARPSBURG, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF TURIN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF HARALSON, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

SHERIFF, COWETA COUNTY, GEORGIA

(SEAL)

By: _____
Sheriff

Attest:

Clerk

THE BOARD OF EDUCATION OF
COWETA COUNTY, GEORGIA

(SEAL)

By: _____
Board Member

Attest:

Clerk

COWETA COUNTY JUDICIAL CIRCUIT

(SEAL)

By: _____
District Attorney

COWETA COUNTY SOLICITOR

(SEAL)

By: _____
Solicitor General

Exhibit A

DATE: August 24, 2020

TO: Cleatus Phillips, City Manager
Hasco Craver IV, Assistant City Manager
City of Newnan

FROM: Matt Bishop, Director
Maritza Soto Keen, Associate Director
J.W. Fanning Institute for Leadership Development

RE: Proposal to design and facilitate a process for the City of Newnan and Coweta County to engage in and create a collective action plan focused on race, equity and justice.

Attached you will find a proposal based on our discussions to date to design and facilitate a planning process for the City of Newnan/ Coweta County on race, equity and justice. Our intent is to begin this process fall 2020. We estimate the work will take approximately six months. All work will be done face to face or virtually.

Please know that we strive to be flexible in order to meet your needs, and that any areas, no matter how broad or specific, are welcome for discussion and refinement.

Thank you for the opportunity to work on this important endeavor. We look forward to hearing from you.

Client Name: City of Newnan/Coweta County

Key Contact: Cleatus Phillips, City Manager
 Hasco Craver IV, Assistant City Manager
 City of Newnan

Engagement Title: Newnan/Coweta Three Year Action Plan

Engagement Overview: Design and facilitate a planning process to produce a three year action plan on race, equity and justice.

Engagement Objective(s): Engage members of the City of Newnan, Coweta County and other diverse stakeholders in a planning process to develop a three year race, equity and justice plan for the Newnan/Coweta County

PLAN OF WORK

	Activities	Fees	Completion Date
1	<p>Planning Committee In consultation with Fanning, Newnan/Coweta will identify a 12-15 person planning committee to guide the development of the plan, including individuals from the partners group, nonprofits, religious leaders, and business. Care should be taken to convene a representative group with attention to racial and ethnic diversity. Invited committee members should be able to commit to an intensive process over several months.</p>	N/A	Sept/Oct 2020
2	<p>Fanning team meets with City representatives and other members of planning team to discuss proposed outcome(s), finalize plan scope, logistics and timeline.</p>	\$750	October 2020
3	<p>Document Review</p> <ul style="list-style-type: none"> • Related Resolution of the City of Newnan and other governments agencies • Other relevant documents 	None	October 2020
	<p>Data Collection The purpose of the data collection is to gain a better understanding of the current issues and challenges in Newnan/Coweta County from different perspectives.</p> <p>Data collection will be done via semi-structured qualitative interviews, focus groups, and the Model Collaborative Decision-Making Lab (network technology).</p>		Oct – Dec 2020
4	<p>For each of these approaches, Fanning will create a set of questions designed to uncover current issues/challenges and to share ideas for specific city/county and community actions.</p> <ul style="list-style-type: none"> • Up to 15 interviews to include members of the community that are representative of the geographic, demographic and sector diversity of the city and county. Interviewees to include those typically underrepresented in community/government processes and decision-making. 	\$3,000	

- Five focus groups and/or Model Collaborative Decision-Making Lab¹ sessions with different groups (Citizens for Positive Reform, law enforcement, educators, nonprofits, group of young people, businesses, community members). \$3750
- Online community surveys open to all in the county. \$3000

Data Analysis \$7500 January 2021

5 Analyze and summarize all findings. Data analysis will be conducted throughout the data collection process, emergent themes around the city/county's challenges and opportunities will be identified.

Facilitated Work Sessions \$7500 February - April 2021

Hold five 2 – 4 hour facilitated sessions with **planning committee** via zoom or face to face (F2F)

- **Session I: Data review and discussion.** How does the data align or not align with the planning committee's perspective of the issues and challenges in Newnan/Coweta? Review and discussion of practices and policies of other Georgia cities around race, equity and justice.
- **Session II. Create a vision for Newnan/Coweta** (including all governmental agencies) that speaks to how they –relate to and integrate policies and practices around diversity, inclusion and justice into government offices and with members of the community. Use the Reflective Structured Dialogue² model to begin this work.
- **Session III.** Identification of critical issues and actions. Issues themed and preliminary ideas discussed.

Mid way through process, Newnan/Coweta along with Fanning will communicate progress to stakeholders, community, government agencies. Convene and conduct a mid-way listening/feedback session (see #7 below)

- **Session IV. Part I. Produce Newnan/Coweta action plan.** Develop a set of specific, prioritized actions and

¹ The Model Collaborative Decision-Making Lab uses technology and facilitation to help groups of all sizes make better decisions. Using the tool in large group discussions – 50 to 150 people – facilitates all forms of adult learning – individual reflection, small group discussion, and large group input. Every one's voice is able to be heard and valued. This tool can also be helpful in smaller visioning or strategic planning settings to build greater consensus around goals and initiatives for your organization or community.

² Reflective Structured Dialogue builds the capacity of communities and organizations to engage, live and thrive with their differences. By enabling people to have new conversations about the issues that matter deeply to them and remain in relationship, the approach creates a foundation for trust, resiliency and collaborative action. Created over twenty-five years ago and used around the globe, RSD is a structured conversation designed to provide people sufficient safety to develop understanding of perspectives and worldviews that may be different from their own. RSD responds to avoid what normally happens in highly polarized conversations: people take sides, things become black or white, expressions of uncertainty and ambiguity are suppressed, and there is no space for nuance or alternative perspectives. The goal of RSD is to open or reopen spaces for communication that have been closed.

accountability/measures for success. The action plan will also include: Who will carry out the specific actions (entity), by when (timeline), and an estimate of resources/funds needed.

- **Session V. Part II. Finalize the action plan.** Action plan to be reviewed by city/county officials and other government agencies for additional input prior to a work session to finalize plan.

	Communication of Plan	\$2250	May 2021
7	Communicate the plan to the community and receive feedback using the Model Collaborative Decision-Making Lab (network technology). Listening/Feedback Session:		
	<ul style="list-style-type: none"> • 2 hour community wide listening session • Questions designed and implemented by Fanning faculty. 		
8	Action Plan Report	\$3000	May 2021
	Draft action plan report for submittal to Newnan/Coweta.		
9	Finalize Action Plan Report	Included in #8	May 2021

FEES

Total Fees:	\$30,750
<ul style="list-style-type: none"> • Indirect costs @ 10% as per University of Georgia 	3,075
<ul style="list-style-type: none"> • Travel/mileage is at a rate of .56 a mile and is not included in the fee. 	\$33,825

ABOUT THE J.W. FANNING INSTITUTE FOR LEADERSHIP DEVELOPMENT

The **J.W. Fanning Institute for Leadership Development** – a public service and outreach unit of the University of Georgia – is dedicated to strengthening communities, organizations, and individuals through leadership development, training, and education. Founded in 1982, the Institute is named for UGA's first Vice President for Services, Dr. J.W. Fanning. His legacy of leadership development is embodied in the Institute's dedication to developing leaders of all ages, in every community, from all walks of life. A variety of clients call on the Institute's multi-disciplinary faculty for their expertise in community, non-profit, organizational, and youth leadership development.

FACULTY TEAM

Raye Rawls, J.D.

Raye Rawls is a Senior Public Service Faculty at the Fanning Institute. Her practice area is in conflict transformation and dialogue. She is an attorney, arbitrator, and mediator and holds a Master's Degree in Human Resources. Rawls has mediated and arbitrated thousands of cases in government institutions, court systems, corporations, and with private parties. Recent clients include the Atlanta Regional Commission, the Atlanta Public School System, UGA's Archway Project and the 10th Judicial District's Alternative Dispute Resolution Program. Rawls is currently working with the Georgia Commission on Dispute Resolution to update the policy on mediation when domestic violence is an issue.

Since 1983, she has traveled extensively throughout the United States offering courses in basic and advanced mediation, arbitration, conflict management, designing conflict management systems, and valuing diversity. Her courses have been approved by several state bar associations, the National Association of Social Workers, and other professional organizations. She has facilitated numerous meetings on issues of diversity, public policy and strategic planning. In 2002, the Supreme Court of Georgia appointed her to a five-year term on the Georgia Commission on Dispute Resolution — the body responsible for establishing ADR policies and procedures in the courts of Georgia. In that capacity, Rawls served on the Ethics and Training Committees and several ad hoc committees. She served on the editorial board of Conflict Resolution Quarterly.

Prior to joining the J.W. Fanning Institute for Leadership Development in 2004, Rawls worked in the private sector teaching and providing services in mediation, arbitration and other forms of dispute resolution and conflict management. Rawls was the founding president-elect of the Georgia Chapter of the Association for Conflict Resolution. She was an Administrative Law Judge in the State of Georgia, and a former assistant dean of the Georgia State University College Law. She an Associate at the Public Conversations Project (now Essential Partners), an organization housed in Watertown, Massachusetts whose mission is to guide, train, and inspire individuals, organizations, and communities to constructively address conflicts relating to values and worldviews.

Lori Tiller, MA

Lori Tiller is a public service faculty member at the J.W. Fanning Institute for Leadership Development a unit of the Office of Public Service and Outreach at the University of Georgia, with a focus on leadership capacity building for nonprofit, youth, and community organizations, leadership development for underrepresented populations, and technical skills in evaluation design and group facilitation. She is the self-evaluation coach for the Georgia Youth Opportunities Initiative, she collaborates with many on-campus departments including the Peabody Awards to aid in their planning and implementation processes, and she works with a variety of nonprofit and community based organizations building not only their leadership capacity, but their governance processes, strategic planning, and volunteer management skills. Lori

specializes in using technology along with traditional facilitation techniques to help groups process their strategic initiatives, come to consensus, and prioritize their goals moving forward. Lori currently facilitates Embark Georgia, a statewide network of higher education institutions supporting young people experiencing foster care or homelessness in their academic endeavors.

Lori earned her master's degree in nonprofit management from the University of Georgia's Nonprofit Institute in 2007, and her bachelor's degree in music education from UGA in 2001. She is a current Ph.D. student at the Institute of Higher Education at UGA.

Terence Johnson, MA

Terence Johnson, a public service faculty member, works in both community and nonprofit leadership development. Terence's expertise includes program start-up and development, large-scale systems reform, training, consulting, administrative support and coaching, board development, strategic planning, and executive coaching. He also has experience helping community leaders with performance issues and building healthier communities in areas stricken with the challenges of poverty, poor education, and gangs. In addition to his work with traditional leadership development programs, he has also worked in the area of regional leadership development, having worked on such regional initiatives as Locate South Georgia and the Cultivating Hispanic Leadership Institute (in conjunction with the Hispanic Chamber of Commerce). Terence has served as lead faculty on several community leadership programs including Leadership Troup, Leadership Oglethorpe, and Leadership Thomas. He created Leadership Legends, a new, innovative program for young African American males in Moultrie.

In 2017, Terence completed UGA's Public Service and Outreach (PSO) Facilitation Academy and presently serves as a co-facilitator. Terence is also a key faculty member on PSO's Great Commitments Student Tour and New Faculty Tour.

Since arriving at the Fanning Institute, Terence has received the 2019 Sisson Community Leadership Development Award and was named Vice President of Staff for the UGA Black Faculty and Staff Organization.

Johnson has more than 30 years of experience as a leader in the public service arena. Most recently, he was vice president of programs for the United Methodist Children's Home. For a recent article about his work there, read the article "Restoring Hope," which appeared in the Mizzou alumni magazine.

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2020-09
BEFORE THE CITY COUNCIL**

**A RESOLUTION OF THE CITY OF GRANTVILLE
DECLARING CERTAIN PROPERTY SURPLUS**

WHEREAS, certain real and personal property owned by the City of Grantville has become either worn, outdated, obsolete or no longer needed by the City of Grantville; and

WHEREAS, the City of Grantville may declare such real and personal property to be surplus and in the best interests of the City of Grantville to be sold or otherwise disposed of.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AS FOLLOWS:

That all real and personal property in Exhibit A attached hereto and incorporated herein as if set forth verbatim is declared by the City Council of the City of Grantville to be surplus and disposed of in accordance with Resolution Number 2015-2: Surplus Property Disposal Policy.

This Resolution is passed this 28th Day of September, 2020.

Doug Jewell, Mayor

ATTEST

Roberta Higgins, City Clerk

SURPLUS PROPERTY

1990 Myers Ram Jet

1997 Ditch Witch Trencher

2008 Ford F-150 VIN 1FTRF12238KB81296: 189,691 miles; inoperative (needs new front end; tail gate, and, battery)

2011 Ford F-150 VIN 1FTMF1EM7BKD00739: 218,020 miles; inoperative (transmission shot-will not pull but still has reverse)

Exhibit A